



U.S. Department of Energy  
Office of Health Studies  
Washington, D.C. 20585

Date: August 21, 1996

To: Mr. Davor Pevec, Esquire

808-599-5655

From: R. Thomas Bell  
Supervisor, Pacific Health Programs  
EH-63, GTN/270 Corporate Center  
Office: (301) 903-5728  
FAX: (301) 903-1413

Destination FAX number: 808-599-1609

No. of pages including cover sheet: 19

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Comments:

Davor:

Attached is the rework of the Enewetak MOU that includes changes that both Frank had as well as additional ones that were inserted by our Office of General Counsel. Following it, is a redline/strikeout version that points out more easily the changes. Ms. Diane Clark from that office is planning on coming out to Germantown for a conference call here at 5:00 p.m. (12:00 noon your time) I hope that is a convenient time and that we can go over the changes and get a chance to get your initial reactions as to whether we can proceed with this version. Please advise as your availability for the call at 12:00 noon your time tomorrow. Hope your trip to the Marshalls was a productive one.

Tom

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES DEPARTMENT OF ENERGY  
AND  
THE ENEWETAK/UJELANG LOCAL GOVERNMENT COUNCIL  
CONCERNING A RADIOLOGICAL MONITORING FACILITY  
AT ENEWETAK

This Memorandum of Understanding ("MOU") is entered into between the UNITED STATES DEPARTMENT OF ENERGY (hereinafter the "DOE") and the ENEWETAK/UJELANG LOCAL GOVERNMENT COUNCIL (hereinafter the "Enewetak Council") (collectively, "the Parties").

ARTICLE I - BACKGROUND AND RECITALS

1. The Government of the United States conducted a nuclear testing program in the Northern Marshall Islands between June 30, 1946, and August 18, 1958.
2. Following radiological clean-up activities by the United States between 1977 and 1980, the Enewetak people returned to live on Enewetak Atoll in 1980 and now number approximately 900 individuals.
3. Because there is some residual radioactivity present in the environment at Enewetak Atoll, the resettled population desires radiological monitoring to assure them that any internal body levels (i.e., "body burden") of radioactivity remain acceptable.
4. The DOE has conducted and is continuing to conduct radiological testing of the resettled population at Enewetak, to monitor their internal body burdens of residual radioactive contaminants. This monitoring (whole-body counting and urinalysis) was historically done by shipboard missions to Enewetak Atoll.
5. A land-based facility at Enewetak Atoll will allow DOE to provide the said radiological monitoring more efficiently.
6. The Enewetak Council desires DOE to provide radiological monitoring at a land-based facility at Enewetak.
7. The land-based facility will include a room and storage area and other areas required to perform the whole-body counting, urinalysis, and related radiological monitoring activities.

8. Pre-existing areas in the Enewetak Field Station have been identified and modified to allow the use of one whole-body counting system, associated electronics, and related radiological monitoring supplies and equipment. Additional construction or adaptations to pre-existing structures have been done by the DOE contractor and modified to suit the Enewetak Council. The construction includes provision of an air-conditioning device.
9. The Parties agree that it is desirable that the Enewetak Council work toward the goal of a self-sufficient radiological monitoring program by the year 2001.

NOW THEREFORE, the DOE and the Enewetak Council have reached the following understandings:

## ARTICLE II - PURPOSE

The Purpose of this MOU is to establish a framework for cooperation between the Parties to permit the DOE more efficiently to conduct whole-body radiological monitoring of the resettled population at Enewetak Atoll, Republic of the Marshall Islands, by utilizing a land-based facility at Enewetak.

## ARTICLE III - DOE DUTIES AND RESPONSIBILITIES

1. The DOE will continue to conduct: (a) whole-body counting of the resettled population on a two to three year basis, as determined by DOE, and (b) annual analysis for plutonium of a representative group of approximately 75 individuals, the identity of whom will be mutually agreed upon by the Parties.
2. The said radiological monitoring will consist of: (a) whole-body counting to estimate the total body burdens of cesium-137, potassium-40, and cobalt 60, and (b) urinalysis (or any other means mutually agreed to by DOE and the Enewetak Council) for the detection of plutonium.
3. The DOE will conduct the said radiological monitoring within the constraints of funding authorized by the United States Congress and in accordance with budgetary priorities identified by the Government of the Republic of the Marshall Islands.
4. The DOE will provide a whole-body counting system at the land-based facility at Enewetak, which will consist of all necessary equipment including: a whole-body lead shielded counting chair, associated electronics, computers, and all other items necessary for the proper functioning of such device(s). During the term of this MOU, the DOE will update the whole-body counting equipment, if needed in DOE's judgment based on future program evaluations.

5. The DOE will also provide at the land-based facility all necessary urinalysis equipment and will update that equipment during the term of this MOU, as and when required in DOE's judgment. The urinalysis equipment includes: a refrigerator and all other items necessary to properly collect, store, package and ship urine for plutonium analysis.
6. The DOE will be responsible for the use, operation, and maintenance of the whole-body counting chair, electronics, computers, low-level radiological material, and the material and equipment used for urinalysis.
7. The DOE, through its contractor, Brookhaven National Laboratory, will be responsible for quality assurance and quality control of the radiological monitoring, by establishing and adhering to a strict protocol of calibration and recounts, as well as extensive checking of data.
8. The DOE, in consultation with the Enewetak Council, will ensure communications links that permit direct communication between Enewetak and Brookhaven National Laboratory to address emergencies, routine questions, system problems, and to provide data transfer. This communication will generally be done by means of radio patches through Kwajalein that are relayed to Brookhaven National Laboratory. It is anticipated that this communication system will include current voice communication networks and the means to transfer data by hand-carry via floppy computer disk.
9. The DOE, through its contractor, Brookhaven National Laboratory, will be responsible for all the data relating to the radiological monitoring. The DOE will establish and follow appropriate protocols for data acquisition and during the time the whole-body counters are recording data.
10. The DOE will, upon request, make all data related to radiological monitoring available to the individuals undergoing such monitoring, and will make a best efforts attempt to present such data in a meaningful and understandable form to those individuals. In addition, the DOE will make the monitoring data available to the Enewetak Council, to the extent authorized by the Privacy Act, 5 U.S.C. § 552a.
11. The DOE will cooperate with the Enewetak Council to obtain any needed licenses or other approvals from the Government of the Republic of the Marshall Islands for any material and equipment required for the radiological monitoring at the land-based facility at Enewetak, including equipment that emits low levels of ionizing radiation.
12. The DOE has offered and is willing to hire and train local Enewetakese residents to assist in conducting the radiological monitoring at Enewetak. In this regard, the DOE will consult with the Enewetak Council in order to identify suitable candidates for such employment. Enewetakese employees will be compensated at rates reasonable for local hires, as mutually negotiated by the Parties and set forth in the Scope of

Work, such rates to be reviewed and renegotiated during the third year of the term of this MOU.

#### ARTICLE IV - ENEWETAK COUNCIL DUTIES AND RESPONSIBILITIES

1. The Enewetak Council will provide suitable accommodation for the land-based radiological monitoring facility at Enewetak, on a cost-reimbursable basis.
2. The Enewetak Council will be responsible for operation and maintenance of the following at the land-based facility: (a) the walls, ceiling, floor and roofing; (b) the supply of electric power; (c) the air-conditioning device; (d) the refrigerator; and (e) the physical security of the radiological monitoring equipment and radioactive sources.
3. The Enewetak Council will obtain any licenses or other approvals from the Government of the Republic of the Marshall Islands for any material and equipment required for the radiological monitoring at the land-based facility at Enewetak, including but not limited to equipment that emits low levels of ionizing radiation.
4. The Enewetak Council will designate an individual to assist the DOE in the control and custody of any equipment that is a radioactive source. In addition, the designated individual will assist DOE to ensure that the radioactive source(s) will not be moved from its/their storage location, except in connection with the conduct of whole-body counting activities. The designated individual will be compensated as mutually agreed by the Parties in the Scope of Work.
5. Within thirty (30) days of the effective date of this MOU, the Enewetak Council will provide to DOE in writing the name of the individual who will provide the assistance functions described in paragraph 4 of this Article.
6. The Enewetak Council will assist DOE to identify suitable Enewetakese residents who are expected to be employed at the land-based facility at Enewetak.
7. The Enewetak Council will use its best efforts to provide lodging, transportation, and like services to DOE personnel performing radiological monitoring activities at Enewetak as well as lodging and subsistence/support for any local overnight quests from the community that need to be housed at the station as part of any urine collection protocol. The DOE will pay for such services, lodging, subsistence/support at rates agreed upon by the Parties in the Scope of Work.

## ARTICLE V - SCOPE OF WORK

The Parties will negotiate and mutually agree upon a Scope of Work and estimated costs, to be reviewed annually during the term of this MOU and updated as appropriate, to define: the agreed-upon cost per month for space and electricity in the whole body counting facility; reimbursement costs for employment of local Enewetakese personnel as needed or as necessary, use of local vehicles, and other support as required from the Enewetak Council to ensure the efficient operation of the facility.

## ARTICLE VI - GENERAL PROVISIONS

1. Collaboration under this MOU will be in accordance with applicable laws and regulations of the respective Parties. All questions relating to the MOU arising during its term will be settled by the Parties by mutual agreement.
2. It is understood that the ability of DOE to carry out its undertakings under this MOU is subject to the availability of appropriated funds.

## ARTICLE VII - EFFECTIVE DATE, AMENDMENT, RENEWAL AND TERMINATION

1. This MOU will be effective upon the date the last signatory signs the MOU, and will remain in effect for a period of five (5) years.
2. By written agreement of the Parties, this MOU may be amended at any time, and may be renewed for successive five-year periods.
3. This MOU may be mutually terminated by written agreement of the Parties, or may be terminated by either Party upon ninety (90) days' written notice to the other Party.

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Paul J. Seligman  
Deputy Assistant Secretary for  
Health Studies  
U.S. Department of Energy

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Neptali Peter  
Mayor  
Enewetak Local Government  
Council

Date:

Date:

CONCURRENCES.

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Nancy L. B. Fanning  
Director, Office of Policy  
Office of Insular Affairs  
U.S. Department of Interior

Date:

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Phillip Muller  
Foreign Minister  
Government of the  
Republic of the  
Marshall Islands

Date:

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES DEPARTMENT OF ENERGY  
AND  
THE ENEWETAK UJELANG LOCAL GOVERNMENT COUNCIL  
  
CONCERNING A RADIOLOGICAL MONITORING FACILITY  
AT ENEWETAK

This Memorandum of Understanding ("MOU") is entered into between the UNITED STATES DEPARTMENT OF ENERGY (hereinafter the "DOE") and the ENEWETAK UJELANG LOCAL GOVERNMENT COUNCIL (hereinafter the "Enewetak Council") (collectively, "the Parties").

~~THIS MEMORANDUM OF UNDERSTANDING is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_, between the UNITED STATES DEPARTMENT OF ENERGY (hereinafter called the "DOE"), and the ENEWETAK UJELANG LOCAL GOVERNMENT COUNCIL (hereinafter called the "ENEWETAK COUNCIL".~~

ARTICLE I - BACKGROUND AND RECITALS

1. The Government of the United States conducted a nuclear testing program in the Northern Marshall Islands between June 30, 1946, and August 18, 1958.
2. Following radiological clean-up activities by the United States between 1977 and 1980, the Enewetak people returned to live on Enewetak Atoll in 1980 and now number approximately 900 individuals.
3. Because there is some residual radioactivity present in the environment at Enewetak Atoll, the resettled population desires radiological monitoring to assure them that any internal body levels
- ~~1. Forty three nuclear devices were exploded at Enewetak Atoll between 1947 and 1958 by the United States which used Enewetak Atoll as a nuclear test site.~~
- ~~2. Although a radiological clean-up effort occurred between 1977 and 1980, a large part of the land, reef and the bottom sediments of the lagoon of Enewetak Atoll remain contaminated by residual amounts of radioactivity.~~
- ~~3. The Enewetak People returned to live on Enewetak Atoll in 1980, and now number approximately 900 people.~~



4. ~~Because of the residual radioactivity present in the environment at Enewetak Atoll, the resettled population at Enewetak requires radiological monitoring to assure the inhabitants that any internal body levels (i.e., "body burden") of radioactivity remain acceptable.~~
4. ~~The DOE has conducted and is continuing to conduct radiological testing of the resettled population at Enewetak, to monitor their internal body burdens of residual radioactive contaminants. This monitoring (whole-body counting and urinalysis) was historically done by shipboard missions to Enewetak Atoll.~~
5. ~~A land-based facility at Enewetak Atoll will allow DOE to provide the said radiological monitoring more efficiently.~~
6. ~~The Enewetak Council desires DOE to provide radiological monitoring at a land-based facility at Enewetak.~~
7. ~~The land-based facility will include a room and storage area and other areas required to perform the whole-body counting, "body burden") of radioactivity remain acceptable.~~
5. ~~The DOE has and is conducting radiological monitoring of the resettled population at Enewetak.~~
6. ~~The radiological monitoring consists of (a) whole-body counting to estimate the total body burdens of cesium 137, potassium 40, and cobalt 60, and (b) urinalysis (or other mutually agreed technique) for the detection of plutonium.~~
7. ~~The DOE recognizes that the whole-body counting of the entire resettled population should occur at least every two years, and that analysis for plutonium of approximately 75 individuals should occur annually.~~
8. ~~The above described radiological monitoring (whole-body counting and urinalysis) was historically done by shipboard missions to Enewetak Atoll.~~
- 9.9. ~~The DOE proposes that the shipboard missions be replaced by a land-based system which the DOE contends would result in better and more effective radiological monitoring of the resettled population at Enewetak.~~
10. ~~The Enewetak Council desires the DOE to better and more effectively conduct radiological monitoring of the resettled population at Enewetak.~~

~~THE FOLLOWING TEXT WAS MOVED~~

~~urinalysis, and related radiological monitoring activities.~~

8. ~~Pre-existing areas in the Enewetak Field Station have been identified and modified to allow the use of one whole-body counting system, associated electronics, and related radiological monitoring supplies and equipment. Additional construction or adaptations to pre-existing structures have been done by the DOE contractor and modified to suit the Enewetak Council. The construction includes provision of an air-conditioning device.~~

9. ~~The Parties agree that it is desirable that the Enewetak Council work toward the goal of a self-sufficient radiological monitoring program by the year 2001 and related activities.~~

4. ~~To the greatest extent possible, pre-existing areas in the Enewetak Field Station will be used to house the whole-body counting system, associated electronics and related radiological monitoring supplies and equipment. Any additional construction or adaptations to pre-existing structures will be done by the DOE contractor. The construction includes provision of the initial air-conditioning device.~~

5. ~~A scope of work will be mutually prepared by DOE and the Enewetak Council to define: the level of support to be provided by both parties; the agreed-upon cost per month for space and electricity in the whole-body counting facility; reimbursement costs for use of local personnel, local vehicles, and other support costs that might be needed from the Enewetak Council.~~

6.6. ~~As an integral part of the land-based facility, the DOE shall provide a whole-body counting system and place same at the land-based facility at Enewetak. The whole-body counting system shall consist of all necessary whole-body counting equipment including, without limitation,~~

~~THE PRECEDING TEXT WAS MOVED~~

~~NOW THEREFORE, the DOE and the Enewetak Council have reached the following understandings: the DOE and the Enewetak Council agree as follows:~~

## ARTICLE II - PURPOSE

~~The Purpose of this MOU is to establish a framework for cooperation between the Parties to permit the DOE more efficiently to conduct whole-body radiological monitoring of the resettled population at Enewetak Atoll, Republic of the Marshall Islands. The Purpose of this Memorandum of Understanding (MOU) is for the DOE to better and more effectively conduct the radiological monitoring of the resettled population at Enewetak Atoll, in the Marshall Islands, by utilizing a land-based facility at Enewetak.~~

### ARTICLE III - DOE DUTIES AND RESPONSIBILITIES

1. The DOE will continue to conduct: (a) whole-body counting of the resettled population on a two to three year basis, as determined by DOE, and (b) annual analysis for plutonium of a representative group of approximately 75 individuals, the identity of whom will be mutually agreed upon by the Parties.
2. The said radiological monitoring will consist of: (a) whole-body counting to estimate the total body burdens of cesium-137, potassium-40, and cobalt 60, and (b) urinalysis (or any other means mutually agreed to by DOE and the Enewetak Council) for the detection of plutonium.
3. The DOE will conduct the said radiological monitoring within the constraints of funding authorized by the United States Congress and in accordance with budgetary priorities identified by the Government of the Republic of the Marshall Islands.
4. The DOE will provide a whole-body counting system at the land-based facility at Enewetak, which will consist of all necessary equipment including:

~~The DOE is committed to conduct the radiological monitoring of the resettled population at Enewetak. Such radiological monitoring consists of (a) whole-body counting to estimate the total body burdens of cesium-137, potassium-40, and cobalt 60, and (b) urinalysis for the detection of plutonium, and/or (c) any other means mutually agreed to by DOE and the Enewetak Council.~~

- ~~2. The whole-body counting may be done at a land-based facility located at Enewetak.~~
- ~~3. The physical structure of the land-based facility shall include a room and storage area and other areas required to perform the whole-body counting, a whole-body lead shielded counting chair, associated electronics, computers, and all other items necessary for the proper functioning of such device(s). During the term of this MOU, the DOE will update the whole-body counting equipment, if needed in DOE's judgment based on future program evaluations.~~
5. The DOE will also provide at the land-based facility all necessary urinalysis equipment and will update that equipment during the term of this MOU, as and when required in DOE's judgment. The urinalysis equipment includes: a refrigerator and all other items necessary to properly collect, and all other items necessary for the proper functioning of such device and /or devices. The DOE shall update the whole-body counting equipment based on future program evaluations. It is the intention of the parties that the whole-body counting system will be permanently located at Enewetak. Notwithstanding the foregoing, the DOE reserves the right to determine the actual equipment to remain at Enewetak until such time that whole-body counting is actually performed by trained Enewetak personnel.

~~7. As an additional integral part of the land based facility, the DOE shall provide all necessary urinalysis equipment and will update that equipment as required. The urinalysis equipment includes, without limitation, a refrigerator and all other items necessary to properly collect, store, package and ship urine for plutonium analysis.~~

~~6. The DOE will be responsible for the use, and the material and equipment used for urinalysis.~~

~~8. The DOE shall be responsible for the use, operation, and maintenance of the whole-body counting chair, electronics, computers, low-level radiological material,~~

~~7. The DOE, through its contractor, Brookhaven National Laboratory, will be responsible for quality assurance and quality control of the radiological monitoring, by establishing and adhering to a strict protocol of calibration and recounts, and the material, equipment used for urinalysis, and similar types of material and equipment. Enewetak Council responsibilities are delineated in Article IV.~~

~~9. THE FOLLOWING TEXT WAS MOVED  
as well as extensive checking of data.~~

~~8. THE PRECEDING TEXT WAS MOVED~~

~~The DOE, in consultation with the Enewetak Council, will ensure communications links that permit direct communication between Enewetak and Brookhaven National Laboratory to address emergencies, shall provide a communications system which would permit direct communication between Enewetak and Brookhaven National Laboratory to address emergencies, routine questions, system problems, and to provide data transfer. This communication will generally be done by means of radio patches through Kwajalein that are relayed to Brookhaven National Laboratory. It is anticipated that this communication system will include current voice communication networks and the means to transfer data by hand-carry via floppy computer disk.~~

~~9. The DOE, through its contractor, Brookhaven National Laboratory, will be responsible for all the data relating to the radiological monitoring. The DOE will establish and follow appropriate protocols for data acquisition and during the time the whole-body counters are recording data.~~

~~10. The DOE will, It is anticipated that this communication system would include current voice communication networks and the submittal of data via floppy computer disk.~~

~~10. The DOE shall be responsible for all the data relating to the radiological monitoring. The DOE shall establish and follow strict protocols for data acquisition and during the time the whole-body counters are recording data. The DOE shall describe such~~

~~protocols in writing to the Enewetak Council. The DOE shall make its data and database available to the Enewetak Council in accordance with Privacy Act requirements. In addition, the DOE shall, upon request, make all data related to radiological monitoring available to the individuals undergoing such monitoring, and will make a best efforts attempt to present such data in a meaningful and understandable form to those individuals. In addition, the DOE will make the monitoring data available to the Enewetak Council, to the extent authorized by the Privacy Act, 5 U.S.C. § 552a, and shall make a best effort attempt to present such data in a meaningful and understandable form to the individuals undergoing monitoring.~~

11. ~~The DOE will cooperate with the Enewetak Council to obtain any needed licenses or other approvals from the Government of the Republic of the Marshall Islands for any material and equipment required for the radiological monitoring at the land-based facility at Enewetak, including equipment that emits low levels of ionizing radiation. The DOE shall be responsible for quality assurance and quality control of the radiological monitoring. The DOE recognizes that quality assurance and quality control is necessary to ensure the validity of the data and therefore will establish and adhere to a strict protocol of calibration and recounts.~~

12. ~~The DOE has offered and is willing to hire and train local Enewetakese residents to assist in conducting the radiological monitoring at Enewetak. In this regard, the DOE will consult with the Enewetak Council in order to identify suitable candidates for such employment. Enewetakese employees will be compensated at rates reasonable for local hires, as mutually negotiated by the Parties and set forth in the Scope of Work, such rates to be reviewed and renegotiated during the third year of the term of this MOU.~~

~~The DOE shall work and coordinate with the Enewetak Council in obtaining any licenses or other approvals from the Republic of the Marshall Islands for any material and equipment required for the radiological monitoring at the land-based facility at Enewetak including equipment that emits low levels of ionizing radiation.~~

13. ~~The DOE may hire and train local Enewetakese who would be used to assist in conducting the radiological monitoring at Enewetak. Using Enewetak Council employment mechanisms, Enewetak individuals would be compensated by DOE for their assistance, in such instances. These rates would be periodically reviewed and renegotiated with the Enewetak Council at intervals not to exceed three years.~~

#### ARTICLE IV - ENEWETAK COUNCIL DUTIES AND RESPONSIBILITIES

1. ~~The Enewetak Council will provide suitable accommodation for the land-based radiological monitoring facility at Enewetak, on a cost-reimbursable basis.~~

2. The Enewetak Council will be responsible for operation and maintenance of the following at the land-based facility: The Enewetak shall provide the space for the land-based facility at Enewetak.
2. After construction of the facility, the Enewetak Council shall be responsible for operation and maintenance of the following at the facility: (a) the walls, ceiling, floor and roofing; (b) the supply of electric power; (c) the air-conditioning device; (d) the refrigerator; and (e) the physical security of the radiological monitoring equipment and radioactive sources.
3. The Enewetak Council will obtain any licenses or other approvals from the Government of the Republic of the Marshall Islands for any material and equipment required for the radiological monitoring at the land-based facility at Enewetak, including but not limited to equipment that emits low levels of ionizing radiation.
4. The Enewetak Council will designate an individual to assist the DOE in the control and custody of any equipment that is a radioactive source. In addition, the designated individual will assist DOE to ensure that the radioactive source(s) will not be moved from its/their storage location, except in connection with the conduct of whole-body counting activities. The designated individual will be compensated as mutually agreed by the Parties in the Scope of Work.
5. Within thirty (30) days of the effective date of this MOU, the Enewetak Council will provide to DOE in writing the name of the individual who will provide the assistance functions described in paragraph 4 of this Article.
6. The Enewetak Council will assist DOE to identify suitable Enewetakese residents who are expected to be employed at the land-based facility at Enewetak.
7. The Enewetak Council will use its best efforts to provide lodging, (b) the supply of power, (c) the air-conditioning device, (d) the refrigerator, and (e) the physical security of the equipment and radioactive sources.
3. The Enewetak Council shall work and coordinate with the DOE in obtaining any licenses or other approvals from the Republic of the Marshall Islands for any material and equipment required for the radiological monitoring at the land-based facility at Enewetak including equipment that emits low levels of ionizing radiation.
4. The Enewetak Council shall assist the DOE with respect to the control and custody of any equipment that is a radioactive source. Accordingly, the Enewetak Council shall designate an individual to assist the DOE in the control and custody of the radioactive sources. In addition, the designated individual will assist DOE to ensure that the radioactive sources will not be moved from its storage location (except in performance



of whole body counting activities) without the written consent of the Enewetak Council, the DOE and Brookhaven National Laboratory.

5. The Enewetak Council shall designate an individual to coordinate with DOE regarding all matters contained in this MOU.
6. The Enewetak Council shall assist in the selection of the Enewetakese who are expected to be employed at the facility at Enewetak.
7. The Enewetak Council shall make every effort to provide lodging, transportation, and like services to DOE personnel performing radiological monitoring activities at Enewetak as well as lodging and subsistence support for any local overnight guests from the community that need to be housed at the station as part of any urine collection protocol. The DOE will pay for such services, lodging, subsistence support at rates agreed upon by the Parties in the Scope of Work.

#### ARTICLE V - SCOPE OF WORK

The Parties will negotiate and mutually agree upon a Scope of Work and estimated costs, to be reviewed annually during the term of this MOU and updated as appropriate, to define: the agreed-upon cost per month for space and electricity in the whole body counting facility; reimbursement costs for employment of local Enewetakese personnel as needed or as necessary, use of local vehicles, and other support as required from the Enewetak Council to ensure the efficient operation of the facility.

#### ARTICLE VI - GENERAL PROVISIONS

1. Collaboration under this MOU will be in accordance with applicable laws and regulations of the respective Parties. All questions relating to the MOU arising during its term will be settled by the Parties by mutual agreement.
2. It is understood that the ability of DOE to carry out its undertakings under this MOU is subject to the availability of appropriated funds.

#### ARTICLE VII - EFFECTIVE DATE, AMENDMENT, RENEWAL AND TERMINATION

1. This MOU will be effective upon the date the last signatory signs the MOU, and will remain in effect for a period of five (5) years.

2. By written agreement of the Parties, this MOU may be amended at any time, and may be renewed for successive five-year periods.

3. This MOU may be mutually terminated by written agreement of the Parties, or may be terminated by either Party upon ninety (90) days' written notice to the other Party.

~~and like services to DOE personnel performing radiological monitoring activities at Enewetak. The DOE will pay for such services at rates agreed upon by the parties.~~

~~ARTICLE VI REVIEW AND MODIFICATION~~

~~ARTICLE VI REVIEW AND MODIFICATION~~

~~ARTICLE VI REVIEW AND MODIFICATION~~

~~This MOU will be reviewed every five years by the parties hereto. This MOU may be modified by the mutual consent of both parties.~~

Paul J. Seligman	Neptali Peter
Deputy Assistant Secretary	Mayor
for Health Studies	Enewetak Local Government
U.S. Department of Energy	Council

Date: Date:

~~CONCURRENCES~~

Nancy L. B. Fanning	Philip Muller
Director, Office of Policy	Foreign Minister
Office of Insular Affairs	Government of the
U.S. Department of Interior	Republic of the
	Marshall Islands



Date: \_\_\_\_\_ Date: \_\_\_\_\_

International Health Studies \_\_\_\_\_ Enwetak Local Government Council  
U.S. Department of Energy

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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Phillip Muller  
Foreign Minister  
Republic of the Marshall Islands

Date: \_\_\_\_\_

## SCOPE OF WORK AT ENEWETAK ATOLL

FOR FISCAL YEAR 1996

### PURSUANT TO MEMORANDUM OF UNDERSTANDING FOR WHOLE BODY COUNTING

This Scope of Work is prepared pursuant to Article III, Paragraph 5 of the (date) Memorandum of Understanding Between the United States Department of Energy, Office of International Health Programs (hereafter referred to as DOE/OIHP) and the Enewetak Local Government Council (hereafter referred to as (Enewetak Council) to establish the level of funding transfer from the DOE/OIHP and the level of support that the Enewetak Council agrees to provide for the fiscal year 1996.

- o The DOE shall pay to the Enewetak Council the sum of \$400.00 per month for the space provided in the facility and for electrical power, maintenance, and physical security as described in Article IV, paragraph two. Such rent is to be renegotiated by the parties at a mutually agreeable time but in no event later than five years from the date of this agreement.
- o It is anticipated that one counting technician (at approximately 66 hours per month at a rate of \$5.00/hr) and one administrative position (at approximately 30 hours per month at a rate of \$3.00/hr) would be made available to local Enewetakese who possess the necessary background for the required work.
- o The work and support will be provided by DOE/OHIP through its captive contractor, Bechtel Nevada Corporation (hereafter referred to as "BNC". The work will include general support and payment capability to reimburse the Enewetak Council for costs associated with the use of facilities, hiring of local workers, and the other procedures necessary to ensure the ability to conduct whole body counting at the land-based facility at Enewetak.
- o When a mutual budget has been agreed to, DOE/OHIP will prepare and fund by issuance of a purchase order that will provide funding authority for the fiscal year for the amount jointly agreed upon.

Fiscal Year 1996  
Whole Body Counting at the Land-based Facility at Enewetak

<u>Cost</u>	<u>Description</u>
\$4,800	Twelve monthly payments of \$400/month for the space provided in the facility and for electrical power, maintenance, and physical security as described in Article IV, paragraph two.

Fill in all additional costs anticipated in this format